

AC
FILED

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DEC - 5 2005

JUDGE JAMES B. ZAGEL
UNITED STATES DISTRICT COURT

CONSUELLA L. COTTON, in her own proper)
person and as mother and next friend of her minor)
children, SHAVON COTTON, JANICE COTTON,)
NATEIYA COTTON, IEISHA COTTON, JAMAL)
COTTON, JEREMAINE COTTON, AND)
PHILLIP McCARTHY, JR.,)
Plaintiffs,)
v.)
THE CITY OF CHICAGO, et al.)
Defendants.)

No. 03 C 933
JUDGE ZAGEL
Magistrate Judge Keys

RELEASE AND SETTLEMENT AGREEMENT

Plaintiffs, Consuella Cotton, Janice Cotton, and Nateiya Cotton, by one of their attorneys, John DeRose & Associates, and defendants, City of Chicago, by its attorney, Mara S. Georges, Corporation Counsel of the City of Chicago, and Officers Paul Clisham, Angel Oliver, James Campbell, Thomas Skalsky, Alexander Starks, Robert Ruiz, Frederick Melean and Robert Wheeler, by one of their attorneys, Arlene A. Martin, and Donna Lewis, by her attorney, Margaret A. Carey, herein stipulate and agree to the following:

1. This action has been brought by plaintiffs, Consuella Cotton, Janice Cotton and Nateiya Cotton, against defendants, City of Chicago, and Chicago Police officers Paul Clisham, Angel Oliver, James Campbell, Thomas Skalsky, Alexander Starks, Robert Ruiz, Frederick Melean, Robert Wheeler and Donna Lewis, and makes certain allegations contained in plaintiffs' complaint.

2. Defendants deny each and every allegation of wrongdoing as stated in plaintiffs' complaint, and, further, deny liability.

3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees, and shall not serve as evidence or notice of any wrongdoing by or on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy. Plaintiffs and their attorneys agree that they or any firm with which said attorneys are affiliated or with which said attorneys may later become affiliated shall not use this settlement as notice of misconduct on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees, or for any other purpose in any other litigation, and that any such use is inconsistent with the terms of this Release and Settlement Agreement.

4. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, plaintiffs, Consuella Cotton, Janice Cotton and Nateiya Cotton, agree to dismiss with prejudice all of their claims against defendants, City of Chicago, Chicago Police officers Paul Clisham, Angel Oliver, James Campbell, Thomas Skalsky, Alexander Starks, Robert Ruiz, Frederick Melean Robert Wheeler and Donna Lewis, with each side bearing its own costs and attorneys' fees. Plaintiffs further

agree that this settlement agreement shall bar further claims against any named but unserved defendants.

5. Plaintiff, Consuella Cotton, Janice Cotton and Nateiya Cotton, accept a settlement from defendant, City of Chicago, in the total amount of NINETY FIVE THOUSAND AND NO/100 (\$95,000.00) DOLLARS, with each side bearing its own costs and attorneys' fees.

6. The City of Chicago agrees to pay plaintiffs the total settlement amount within sixty (30) days after receipt by the Corporation Counsel's Office of a file-stamped copy of the Agreed Order of Dismissal. This sum shall be payable solely by the City of Chicago, and plaintiffs and/or their attorneys agree that they will not seek payment from any source other than the City of Chicago. The settlement check will be made payable to plaintiffs, their attorneys, and lien claimants, if any, of which the City has notice.

7. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, plaintiffs agree to indemnify and hold harmless the City of Chicago, and its future, current, or former officers, agents and employees including, but not limited to, the individual defendants, Chicago Police officers Paul Clisham, Angel Oliver, James Campbell, Thomas Skalsky, Alexander Starks, Robert Ruiz, Frederick Melean, Robert Wheeler and Donna Lewis, from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by plaintiff under this settlement entered pursuant to this Release and Settlement Agreement.

8. Plaintiffs, upon advice of counsel, understand and agree that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, plaintiffs do hereby release and forever discharge on behalf of themselves and their heirs, executors, administrators and assigns, all claims they had or have against the individual defendants, Chicago Police officers Paul Clisham, Angel Oliver, James Campbell, Thomas Skalsky, Alexander Starks, Robert Ruiz, Frederick Melean, Robert Wheeler and Donna Lewis, and the City of Chicago, and its future, current or former officers, agents and employees, including but not limited to all claims she had, has, or may have in the future, under local, state, or federal law, arising either directly or indirectly out of the incident which was the basis of this litigation, and that such release and discharge also is applicable to any and all unnamed and/or unserved defendants.

9. This Release and Settlement Agreement and any documents that may be executed under paragraph 12 herein contain the entire agreement between the parties with regard to the settlement of this action, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

10. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

11. In entering into this Release and Settlement Agreement, plaintiffs represents that they have relied upon the advice of their attorneys, who are the attorneys of their own choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely

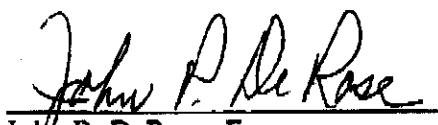
read and explained to her by their attorneys, and that those terms are fully understood and voluntarily accepted by plaintiffs. Plaintiffs also represent and warrant that no other person or entity has or has had any interest in the claims or causes of action referred to herein, that they and their attorneys have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specified herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

12. All parties agree to cooperate fully and to execute a Stipulation to Dismiss and any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.



Consuella Cotton, on behalf of herself and
the minors Janice Cotton and
Natiya Cotton, plaintiffs
Address: _____

Date of birth: _____



John P. DeRose, Esq.
Attorney for plaintiff,
15 Spinning Wheel Road
Suite 428
Hinsdale Illinois 60521
Attorney No.: 0620300

DATE: December 2, 2005

City of Chicago
a Municipal Corporation
MARA S. GEORGES

Corporation Counsel
Attorney for City of Chicago

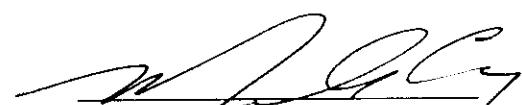
BY: _____



J. Ernest Mincy
Assistant Corporation Counsel
30 North LaSalle Street
Suite 900
Chicago, Illinois 60602
(312) 742-0094
Attorney No.: 6231142
DATE: _____



Arlene A. Martin
Assistant Corporation Counsel
Attorney for defendants,
Chicago Police officers Paul Clisham, Angel
Oliver, James Campbell, Thomas Skalsky,
Alexander Starks, Robert Ruiz, Frederick
Melean and Robert Wheeler
30 North LaSalle Street
Suite 1400
Chicago, Illinois 60602
(312) 744-6949
Attorney No.:
DATE: 12-5-05



Margaret A. Carey
Attorney for defendant Donna Lewis
30 North LaSalle Street
Suite 1400
Chicago, Illinois 60602
(312) 744-6949
Attorney No.:
DATE: 1/2/05